



SO ORDERED.

SIGNED this 16 day of June, 2010.

**THIS ORDER HAS BEEN ENTERED ON THE DOCKET.
PLEASE SEE DOCKET FOR ENTRY DATE.**


Shelley D. Rucker
UNITED STATES BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TENNESSEE**

IN RE:
DARRELL K DAY
JOAN S DAY
Debtor(s)

CASE NO. 10-11359

CHAPTER 13

ORDER CONFIRMING CHAPTER 13 PLAN

The chapter 13 plan in this case or summary thereof having been transmitted to scheduled creditors, and it having been determined that the plan as finalized complies with 11, U.S.C. §1325 and should be confirmed, the court directs the following:

1. The plan, a copy of which is attached is confirmed.
2. Property of the estate does not vest in the debtor(s) until completion of the plan.
3. Attorney for the debtor(s) is awarded the fee set forth in the plan, to be paid by the chapter 13 trustee through the plan.
4. All pending objections, if any, to confirmation are resolved, withdrawn, or overruled.
5. Upon request by the trustee pursuant to 11 U.S.C. § 521(f)(1), the debtor(s) shall file with the court, at the same time filed with the taxing authority, a copy of each federal income tax return required under applicable law (or, at the election of the debtor(s), a transcript of such tax return) with respect to each tax year of the debtor(s) ending while the case is pending under chapter 13. Alternatively, the debtor(s) may submit the aforesaid documents directly to the trustee instead of filing them with the court.

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Approved for Entry By:
/s/ C. Kenneth Still
C. Kenneth Still, Trustee
P.O. Box 511, Chattanooga, TN 37401
(423) 265-2261

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF TENNESSEE

IN RE:

DARRELL K. DAY

SS#: xxx-xx-2894

JOAN S. DAY

SS#: xxx-xx-6311

No: 4:10-bk-11359

CHAPTER 13

DEBTORS.

AMENDED CHAPTER 13 PLAN

☐Original ☒Amended

Dated: May 14, 2010

1. Payments and Term.

The debtors will pay the chapter 13 trustee **\$6,265.00 per month** with **\$816.00** being withheld twice monthly from the wages of Darrell Day; **\$816.00** being withheld twice monthly from the wages of Joan Day and **\$3,000.00** being paid direct from proceeds of Darrell Day's military retirement and yearly income tax refund.

2. Priority Claims (including administrative expenses)

(a) All administrative expenses under 11 U.S.C. §§ 503(b) & 1326 will be paid in full, including fees to the debtor's attorney in the amount of **\$2,500.00**, less **\$-0-** previously paid by the debtor.

(b) Except as provided in paragraph 6 below, claims entitled to priority under 11 U.S.C. § 507 will be paid in full in deferred cash payments, with tax claims paid as priority, secured, or unsecured in accordance with the filed claim.

3. Secured Claims.

(a) *Cramdowns.* The holders of the following allowed secured claims retain the liens securing such claims and will be paid by the trustee the value of the security in the manner specified below. The portion of any allowed claim that exceeds the value indicated will be treated as an unsecured claim under paragraph 4(c) below.

<i>Creditor</i>	<i>Collateral</i>	<i>Value</i>	<i>Monthly Payment</i>	<i>Interest Rate</i>
CHRYSLER FINANCIAL	2006 Dodge Charger	\$20,441.20	\$475.00	0%
DREMCO CREDIT UNION	2006 Chevrolet Silverado p/u truck	\$15,240.34	\$350.00	6%
JOHN DEERE CREDIT	John Deere 3520 tractor	\$23,711.54	\$550.00	5.5%

JOHN DEERE CREDIT	2008 John Deere Gator 2003 John Deere riding mower	\$9,480.09	\$220.00	5.5%
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(b) Surrender. The debtor will surrender the following collateral and the creditor will have an allowed deficiency claim which will be paid as unsecured under paragraph 4(a) below.

Creditor	Collateral to be Surrendered
HARLEY DAVIDSON CREDIT	Harley Davidson motorcycle

JOHN DEERE CREDIT	John Deere 5603 Tractor
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KAWASAKI/HSBC RETAIL SERVICES	2006 Kawasaki Mule
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USAA FEDERAL SAVING BANK	2006 Chevrolet 3500 pickup truck
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(c) Long-Term Mortgages. The holders of the following mortgage claims will retain and will be paid monthly maintenance payments which will extend beyond the life of the plan. Any arrearage amount set forth below is an estimate; arrearage claims will be paid in full in the amount of the filed claim, absent an objection. Increases in the monthly maintenance payments during the life of the plan will be paid by the indicated payer.

<i>Creditor</i>	<i>Estimated Arrearage</i>	<i>Arrearage Interest Rate</i>	<i>Arrearage Monthly Payment</i>	<i>Maintenance Payment</i>	<i>Payment By: (Trustee or Debtor)</i>
USAA FEDERAL SAVINGS BANK (1st mortgage)				MAINTENANCE	\$1,409.25 Trustee
USAA FEDERAL SAVINGS BANK (2nd mortgage)				MAINTENANCE	\$620.13 Trustee

(d) *De Novo Review*. Notwithstanding any provision of this plan, the secured status and classification of any purported secured claim are subject to *de novo* review on the request of any party in interest made within 90 days following the filing of the claim or the expiration of the deadline for filing proofs of claim, whichever comes later.

4. Unsecured Claims.

(a) *Nonpriority*. Except as provided in subparagraph (b) and in paragraph 6 below, allowed Nonpriority unsecured claims will be paid: at ten percent (10%) or \$100,000.00 whichever is greater.

(b) Post-petition. Claims allowed under 11 U.S.C. § 1305 will be paid in full.

5. Executory Contracts and Unexpired Leases.

Except the following which are assumed, all executory contracts and unexpired leases are rejected, with any claim to be paid as unsecured as provided in paragraph 4(a) above:

Other Party to Contract	Property Description	Treatment by Debtor
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6. Special Provisions.

Such as cosigned debts, debts paid by third party, student loans, special priority debts.

/s/ Thomas C. McBee

Thomas C. McBee, BPR# 3002
Attorney for Debtor(s)
17 South College Street
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/s/ Darrell K. Day

Darrell K. Day, Debtor

/s/ Joan S. Day

Joan S. Day, Joint Debtor